VEHICLE PURCHASE AGREEMENT & SECURITY AGREEMENT

This Agreement is made and entered into on this 03/10/2025 by and between:

Buyer: ALBERT SANGUINN NAH

SSN/EIN#: XXX-XX-8409 [Redacted]

Address: 9 Crescent Rd., Willingboro, NJ 08046

Phone: (609)-346-2245 Email: Albertnah@yahoo.com

Seller: CARVANA, LLC

Address: 300 E Rio Salado Pkwy Bldg. 1, Tempe, AZ 85281

Phone: (800) 333-4554

1. VEHICLE INFORMATION

This vehicle purchase is intended for personal, family, and household purposes in accordance with the Truth in Lending Act (TILA - 15 U.S.C. § 1601 et seq.).

Vehicle Make & Model: 2024 Porsche Cayenne

VIN: WP1BA2AY6RDA51447

Stock Number: 2003483077

Purchase Price: \$81,990

Finance Charge (if applicable): \$81,990

Total Amount Due: \$0

2. PAYMENT TERMS & SECURITY INTEREST

Buyer tenders payment via a **Negotiable Instrument** with a restrictive indorsement to ensure proper deposit and settlement. The indorsement states:

"For deposit and credit to the account of the payee only. Pay to the order of the financial institution handling this transaction for the full and final settlement of the stated obligation. All rights reserved, without recourse."

This ensures that the financial institution processing the transaction applies the payment in accordance with UCC § 3-603 and the Truth in Lending Act (TILA - 15 U.S.C. § 1601 et seq.).

- Buyer tenders payment via a Negotiable Instrument (as defined under UCC § 3-104) or other financial instrument satisfying this transaction in accordance with 15 U.S.C. § 1605 (Truth in Lending Act - TILA).
- 2. Buyer's payment shall satisfy all charges in full under **TILA**, with accrued interest incorporated as part of the finance charge.
- Buyer acknowledges the vehicle as collateral and reserves the right to file a UCC-1
 Financing Statement to perfect security interest under UCC Article 9.
- 4. This agreement is executed without the necessity of a credit check, as the Buyer is exercising their right to credit under 15 U.S.C. § 1602 (TILA) and the Equal Credit Opportunity Act (15 U.S.C. § 1691 et seq.).
- 5. In accordance with Section 16 of the Federal Reserve Act, "such application shall be accompanied with a tender" and "in no event shall such collateral security be less than the amount of Federal Reserve notes applied for." This ensures that the payment structure and credit application fully align with federal monetary policy.

3. TITLE & OWNERSHIP

1. Upon execution and acceptance of payment, Seller shall immediately transfer the title of the vehicle to Buyer.

E, A

2.	Seller shall release any liens and provide all necessary documents to facilitate registration
	and ownership transfer.

4. LEGAL COMPLIANCE & REPRESENTATIONS

- 1. Both parties affirm that this agreement complies with all applicable New Jersey state and federal laws, including but not limited to:
 - Uniform Commercial Code (UCC Article 3 & 9)
 - o Truth in Lending Act (TILA 15 U.S.C. § 1601 et seq.)
 - Equal Credit Opportunity Act (15 U.S.C. § 1691 et seq.)
 - Federal Reserve Act, Section 16
- Seller acknowledges Buyer's lawful right to credit and agrees to process this transaction without discrimination or undue delay.

5. ACCEPTANCE & EXECUTION

Buyar's Signatura

This Agreement is executed in **good faith and under lawful authority**. Both parties agree to the terms and conditions outlined above.

Duyci s bigilature.					
Date:	By: Nah Albert S./Authorized Agent				
	For: ALBERT SANGUINN NAH/ Principal				
Seller's Signature:					
Date:					
All Rights Reserved, "Without Recourse"					

B.1

ALBERT S. NAH

(609)-346-2245

9 Crescent Rd.

Willingboro, NJ 08046

Email: Albertnah@yahoo.com

To: Carvana Legal Team

Carvana, LLC

300 E Rio Salado Pkwy Bldg. 1

Tempe, AZ 85281

Subject: Submission of Vehicle Purchase Agreement & Security Agreement

Dear Carvana Legal Team,

I am submitting the enclosed **Vehicle Purchase Agreement & Security Agreement** for the purchase of a vehicle intended for personal, family, and household purposes, in connection with my intent to purchase the following vehicle:

• Vehicle Make & Model: 2024 Porsche Cayenne

VIN: WP1BA2AY6RDA51447

Stock Number: 2003483077

• Purchase Price: \$81,990

This agreement has been structured in accordance with all applicable New Jersey state and federal laws, including but not limited to:

- **Uniform Commercial Code (UCC Article 3 & 9)**
- Truth in Lending Act (TILA 15 U.S.C. § 1601 et seq.)
- Equal Credit Opportunity Act (15 U.S.C. § 1691 et seq.)
- Federal Reserve Act, Section 16

The enclosed agreement, along with the attached Durable Power of Attorney (DPOA), Cover Letter for DPOA, and a Negotiable Instrument with restrictive indorsement, establishes a lawful and binding financial structure to aid in our tender of performance for this transaction, including the use of a Negotiable Instrument as tender, as recognized under UCC § 3-104. Additionally, the payment structure aligns with TILA (15 U.S.C. § 1605), ensuring full compliance with federal consumer credit protections. The negotiable instrument has been restrictively indorsed to ensure proper deposit and credit to the payee's account only, in accordance with UCC § 3-603.

Furthermore, in accordance with UCC § 3-603, tender of payment satisfies the obligation, and as such, this instrument satisfies the full financial obligation under the agreement. Additionally, under Section 16 of the Federal Reserve Act, "such application shall be accompanied with a tender" and "in no event shall such collateral security be less than the amount of Federal Reserve notes applied for." This ensures that the payment structure and credit application fully align with federal monetary policy.

As a matter of good faith and lawful authority, I request that Carvana Legal Team review and process this agreement in a timely manner, recognizing that no credit check is required under 15 U.S.C. § 1602 (TILA) and the Equal Credit Opportunity Act (15 U.S.C. § 1691 et seq.). If there are any concerns, clarifications, or additional requirements, please provide a written response within ten (10) business days from the confirmed receipt of this letter, outlining acceptance or any required clarifications. If the agreement is accepted, kindly confirm the next steps for the completion of this transaction.

I appreciate your time and cooperation in this matter. Please direct any responses or correspondence to the contact information listed above. Your cooperation in ensuring Document 1-8

compliance with applicable federal and state laws is greatly appreciated. I look forward to working with you to finalize this purchase.

Best regards,

ALBERT SANGUINN NAH

All Rights Reserved, "Without Recourse"

ALBERT NAH

9 Crescent Rd.

Willingboro, NJ 08046

609-346-2245

Carvana Legal Team

Carvana, LLC

300 E Rio Salado Pkwy Bldg. 1

Tempe, AZ 85281

Subject: Notice of Intent to Act as Agent on Behalf of Principal Under Power of Attorney

Dear Carvana Legal Team,

I am writing to formally notify you of my appointment as the agent under a Power of Attorney granted by the Principal ALBERT NAH. This authority enables me to act on the Principal's behalf and exercise control over the Principal's interest in matters specified within the executed Power of Attorney document.

The purpose of this communication is to:

- 1. Confirm the validity of the Power of Attorney, which has been duly executed in accordance with NEW JERSEY legal requirements
- 2. Express my intent to act within the scope of authority granted to me by the Principal, specifically concerning the management, protection, and utilization of the Principal's interest for purposes outlined by the Principal.
- 3. Ensure all relevant parties are aware of this designation and facilitate smooth communication and compliance regarding any actions I undertake as the authorized agent.

As the designated agent, I am committed to acting in full accordance with the Principal's instructions and in compliance with all applicable laws, including New Jersey Code 46:2B-8.2 and 14A:4-1, also the Uniform Power of Attorney Act. My role includes, but is not limited to:

- Managing financial assets and interests of the Principal.
- Executing transactions as necessary to fulfill the Principal's obligations.

Ensuring transparency and proper documentation of all actions taken under this authority.

Attached to this letter, you will find a copy of the executed Power of Attorney document for your records. Please review this document and let me know if any additional information or verification is required.

I kindly request that all future communications, inquiries, or notices related to the Principal's matters be directed to my attention at the contact information provided above. This will help ensure that I can fulfill my obligations efficiently and effectively.

If there are specific procedures, forms, or requirements your organization follows in cases involving a Power of Attorney, please provide that information at your earliest convenience.

Thank you for your cooperation and understanding. I look forward to working with you in a manner that upholds the Principal's best interests.

Sincerely,

Nah Albert S./

Authorized Agent under Power of Attorney for ALBERT SANGUINN NAH

<u> </u>	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS
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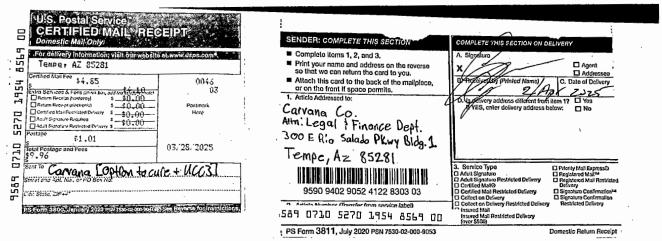
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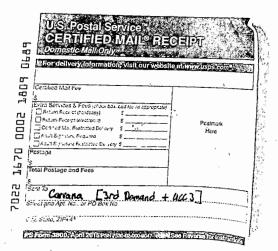
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D.2





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ALBERT NAH

9 Crescent Rd.

Willingboro, NJ 08046

Albertnah@yahoo.com

6093462245

To:

Carvana Co.

Attn: Legal & Finance Department 300 E Rio Salado Pkwy Bldg. 1 Tempe, AZ 85281

Subject: Notice of UCC-1 Filing in Relation to Vehicle Purchase Agreement

Dear Carvana Legal & Finance Team,

This letter serves as formal notice that a UCC-1 Financing Statement has been filed in connection with the Vehicle Purchase Agreement & Security Agreement executed for the following vehicle:

Vehicle Make & Model: 2024 Porsche Cayenne

VIN: WP1BA2AY6RDA51447

Stock Number: 2003483077

Purchase Price: \$81,990

The filing of this UCC-1 Financing Statement serves to perfect the security interest and tender of performance, thereby satisfying all contractual obligations in accordance with:

- **Uniform Commercial Code (UCC Article 9 Secured Transactions)**
- Truth in Lending Act (TILA 15 U.S.C. § 1601 et seq.)

- Federal Reserve Act, Section 16
- UCC § 3-603 Tender of Payment Satisfies Obligation

This filing establishes that the Secured Party holds a first-position security interest in the collateral as the Original Creditor and has fulfilled all financial obligations related to the transaction. and has fulfilled all financial obligations related to the transaction. Please ensure that all internal records reflect this perfected interest.

I appreciate your time and prompt acknowledgment of this notice. Please confirm receipt and update any relevant records accordingly.

Sincerely,

Nah Albert S.

Secured Party & Authorized Agent for ALBERT SANGUINN NAH

UCC FINANCING STATEMENT ADDENDUM

FO	LOW INSTRUCTIONS						
9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here 9a. ORGANIZATION'S NAME					State of New Jersey Department of the Treasury Division of Revenue & Enterprise Services		
CARVANA CO.				211101011		CC Section Filed	. Delvices
					Filing	Number:57654863	
OR	9b. INDIVIDUAL'S SURNAME				03/1	2/25 23:59:41	
	FIRST PERSONAL NAME						
	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	THE ABOV	E SPACE	S FOR FILING OFFICE	USE ONLY
10.	DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or do not omit, modify, or abbreviate any part of the Debtor's name) and enter the m			line 1b or 2b of the	Financing S	tatement (Form UCC1) (use	exact, full name;
	10a. ORGANIZATION'S NAME						
OR	10b. INDIVIDUAL'S SURNAME						
	INDIVIDUAL'S FIRST PERSONAL NAME		-				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)						SUFFIX
10c	MAILING ADDRESS	CITY			STATE	POSTAL CODE	COUNTRY
11.	ADDITIONAL SECURED PARTY'S NAME or ASSIGN	OR SECU	RED PARTY	S NAME: Provide	only one na	Ime (11a or 11b)	,
	11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S SURNAME	FIRST PER	SONAL NAME		ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
						I	
11c.	MAILING ADDRESS	CITY			STATE	POSTAL CODE	COUNTRY
12.	ADDITIONAL SPACE FOR ITEM 4 (Collateral):						
		l <i>ia</i>				 	
13.	This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)		IANCING STATE ers timber to be o	_	s-extracted	collateral X is filed as a	fixture filing
	Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Descrip	tion of real estate	:			
		1					
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17.	MISCELLANEOUS: ne filer attests that the Collateral set forth i	ln +bdo	Financias	Statement 4	e within	the scope of th	ne New
Je	ne filer attests that the Collateral set forth is ersey Uniform Commercial Code-Secured Transaction equired by N.J.S.A. 12A:9-502.	ons purs	uant to N.	J.S.A. 12A:	9-102 a	nd N.J.S.A. 12A:9	0-109, as
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Vehicle Description: 2024 Porsche Cayenne

VIN: WP1BA2AY6RDA51447

• Stock Number: 2003483077

Purchase Price: \$81,990

Agreement Type: Vehicle Purchase Agreement & Security Agreement

- Security Interest Coverage: The Secured Party, as the Original Creditor, Bailor, and Secured Party of Record, maintains a first-position security interest in the collateral, enforceable under UCC Article 9, and holds all legal rights as the Original Creditor. This interest extends to all components of the vehicle, including but not limited to:
 - o All factory and aftermarket accessories, parts, improvements, and modifications
 - o Any and all maintenance records, warranties, service contracts, and repair rights
 - o The vehicle title and any rights of ownership
 - All proceeds from insurance claims, loss, damage settlements, or casualty claims related to the vehicle
 - Any trade-in value, sale proceeds, or lease-generated income derived from the vehicle
 - Any future assignments, modifications, or extensions of the financing agreement associated with the collateral
 - Cross-collateralization of any additional assets, accounts, or properties related to this transaction

Additionally, under Section 16 of the Federal Reserve Act, and in recognition of the Bailor/Bailee relationship established herein, this security interest shall not be impaired or diminished, and in no event shall such collateral security be for less than the value of the original financial obligation. The Secured Party reserves the right to assign, transfer, enforce, or collect on this interest as the lawful creditor, ensuring compliance with UCC Article 9, non-UCC filings, and agricultural liens and all applicable state and federal laws. To protect its rights as the Original Creditor under applicable laws.

- Secured Party's Interest: First-position security interest in the above-described collateral, including all proceeds, accessories, parts, attachments, and any after-acquired additions.
- Additional Coverage: The security interest extends to any and all future assignments, modifications, or extensions of the financing agreement, as well as any proceeds from the sale, transfer, or liquidation of the collateral.

Proceeds Clause: This filing includes all proceeds derived from the use, lease, rental, insurance claims, sale, or trade-in of the collateral.

LEGAL BASIS FOR SECURITY INTEREST, FEDERAL COMPLIANCE & NON-UCC FILING

This financing statement is filed pursuant to UCC Article 9, as well as a non-UCC filing and agricultural lien, ensuring the Secured Party's rightful claim to the collateral. Specifically, UCC § 9-203 (attachment of security interest) and UCC § 9-308 (perfection of security interest), ensuring the Secured Party's rightful claim to the collateral. To perfect the Secured Party's interest in the collateral, the Secured Party exercises their right to a security interest under the terms of a Vehicle Purchase Agreement & Security Agreement, executed on 3/11/2025. The secured obligation is in accordance with:

- UCC § 9-509(a) Authorization is not required from the Debtor when a security agreement exists granting a security interest.
- UCC § 3-603 Tender of payment satisfies the obligation, reinforcing the Secured Party's lawful claim.
- Section 16 of the Federal Reserve Act The security interest shall not be impaired or diminished, and in no event shall such collateral security be for less than the value of the original financial obligation.
- Uniform Commercial Code (UCC Article 9 Secured Transactions)
- Truth in Lending Act (TILA 15 U.S.C. § 1601 et seq.)
- Federal Reserve Act, Section 16

OPTIONAL TERMS (IF APPLICABLE)

- Assignment Clause: The Secured Party retains the exclusive right to assign, transfer, or
 reassign the security interest, in whole or in part, to any entity, individual, trust, or
 financial institution of their choosing, without additional notice to the Debtor. This
 assignment shall be enforceable under UCC § 9-310 and UCC § 9-313, ensuring
 continued perfection of the security interest.
- Cross-Collateralization Clause: This security interest extends to any additional property, accounts, or assets of the Debtor related to this transaction.

ALBERT NAH

9 Crescent Rd.

Willingboro, NJ 08046

Albertnah@yahoo.com

(609)-346-2245

To:

Carvana Co.

Attn: Legal & Finance Department

300 E Rio Salado Pkwy Bldg. 1

Tempe, AZ 85281

Subject: Notice for Inclusion of Additional Terms in Finance Charge under Vehicle Purchase & Security Agreement

Document 1-8

Dear Carvana Legal & Finance Team,

This letter serves as a formal request for the inclusion of additional provisions within the finance charge associated with the Vehicle Purchase Agreement & Security Agreement for the following vehicle:

Vehicle Make & Model: 2024 Porsche Cayenne

VIN: WP1BA2AY6RDA51447

Stock Number: 2003483077

Purchase Price: \$81,990

In accordance with 15 U.S.C. § 1605 (Truth in Lending Act - TILA) and other applicable laws governing consumer credit transactions, I am requesting the following items be incorporated into the finance charge as part of the total cost of credit:

1. Lifetime full maintenance services coverage for the vehicle.

- 2. Lifetime full accident, life, and health insurance for the Principal. All persons present in the vehicle, as well as other vehicles on the road, are to be covered under accident, liability, and medical protection policies as well.
- 3. Lifetime property damage and liability insurance covering the vehicle and its operation.
- 4. A prepaid gas card covering all future fuel expenses related to vehicle use.
- 5. A toll pass (EZ Pass or equivalent) for unlimited toll road travel.
- 6. Authority granted to Carvana to process and cover all costs associated with vehicle taxes, registration, and title processing on behalf of the Principal.
- 7. Lifetime Extended Vehicle Warranty covering all repairs, parts, and labor beyond standard manufacturer warranties.
- 8. Roadside Assistance & Emergency Services providing 24/7 support for towing, flat tires, dead battery, lockout services, and more.
- 9. Full GAP Coverage (Guaranteed Asset Protection) ensuring that if the car is totaled, any remaining balance is fully covered.
- 10. Loan Payoff Protection to guarantee full payoff of the loan in case of disability, job loss, or financial hardship.
- 11. Driver & Passenger Medical Expense Coverage covering medical bills resulting from an accident, regardless of fault.
- 12. Luxury Concierge Services including car detailing, valet services, travel assistance, and premium vehicle perks.
- 13. Replacement Vehicle Coverage guaranteeing a brand-new equivalent vehicle if the original is damaged beyond repair.
- 14. Legal Expense Coverage covering any legal costs related to the vehicle, contracts, disputes, or accidents.

- 15. **Identity Theft & Fraud Protection** ensuring financial security against unauthorized use of credit or personal information.
- 16. Vehicle Theft Protection covering full replacement in case of vehicle theft.
- 17. No Depreciation Clause ensuring the vehicle retains full value for trade-ins or resale.
- 18. **Technology & Software Updates** covering future navigation system, software updates, and security patches for the car.
- 19. Tire & Wheel Protection covering replacement of damaged tires and rims due to potholes, debris, or road hazards.
- Unlimited Rental Car Coverage providing a rental vehicle at no cost during maintenance or repair periods or upon principal's request.
- 21. **Key Replacement Program** covering lost or stolen keys without cost to the Principal.
- 22. Non-Waiver of Rights Clause preventing Carvana from attempting to waive any of the Secured Party's legal rights under TILA or UCC.
- 23. No Additional Fees Clause ensuring that no hidden fees, interest rate changes, or extra charges can be added to the agreement.
- 24. Full Accounting & Disclosure Clause requiring Carvana to provide a full breakdown of how the finance charge is calculated, ensuring compliance with TILA.
- Road Hazard Protection covering damage from potholes, debris, and road conditions beyond just tires and wheels.
- 26. Vehicle Upgrade Option providing the right to upgrade to a newer model at the principal request.
- 27. Smart Safety Tech, Cybersecurity & Wi-Fi Connectivity Protection covering future safety feature installations (e.g., cameras, sensors, autopilot enhancements), cybersecurity measures to protect vehicle systems from unauthorized access or hacking, and ensuring the vehicle is equipped with unlimited Wi-Fi connectivity or mobile hotspot functionality.
- 28. Unlimited Car Wash & Detailing providing lifetime cleaning and maintenance services.

- 29. Emergency Travel Reimbursement covering hotel, food, and transportation if the vehicle breaks down while traveling.
- 30. Credit Monitoring & Financial Protection ensuring that the Principal's credit is not misused in the financing process.
- 31. Lifetime Battery Replacement Coverage ensuring free battery replacement for the life of the vehicle.
- 32. Unlimited Windshield & Glass Replacement covering cracks, chips, or full windshield replacement at no cost.
- 33. Unlimited Paint & Dent Protection covering paint scratches, dings, and minor body damage repairs.
- 34. Emission System & Environmental Compliance Coverage ensuring free repairs/replacements for emissions-related components.
- 35. Lost Title & Registration Recovery Assistance providing support in replacing lost vehicle title/registration without extra fees.
- 36. Unlimited Roadside Fuel Delivery providing free fuel delivery if the car runs out of gas anywhere.
- 37. Personal Chauffeur Service providing on-demand chauffeur services as needed.
- 38. Exclusive VIP Event Access including invitations to Porsche-sponsored luxury events, track days, and private showcases.
- 39. Luxury Travel & Airport Lounge Access granting complimentary airport lounge access and luxury travel benefits.
- 40. Premium Audio System Upgrade ensuring top-tier sound system enhancements are included in the financing.
- 41. Private Concierge for Vehicle Service providing a dedicated concierge to schedule maintenance, arrange detailing, and handle logistics.

- 42. Annual Full Vehicle Reconditioning covering deep cleaning, interior refinishing, and exterior touch-ups every year.
- 43. Lifetime Free Parking in Select Locations granting access to VIP or priority parking in major cities, airports, or high-end locations.
- 44. Armored Vehicle Upgrade Option providing functioning bulletproof glass, reinforced panels, and enhanced security features.
- 45. Ceramic Window Tint Installation ensuring 15% tint on all windows except the front windshield, which will have 20% tint, using high-quality ceramic tint material for heat and UV protection.

These provisions are critical to the financial structure of this transaction, guaranteeing that the Principal receives full and ongoing benefits as part of the finance charge. The Principal has no objections to any additional costs associated with these provisions and instructs that all charges be applied directly to the finance charge to ensure seamless processing and fulfillment of these obligations. If Carvana encounters any difficulties in fulfilling these obligations, the Principal grants Carvana the authority to engage a third party to ensure full compliance with these terms, at no additional cost or burden to the Principal. These provisions are non-negotiable and must be included in the final agreement unless the Principal explicitly agrees in writing to remove or modify any specific term. They should be reflected in the final agreement as required components of the finance charge, aligning with federal consumer protection laws and promoting full transparency in credit disclosures.

Please confirm receipt of this letter in writing and provide a formal response addressing the requested amendments. If there are any concerns or clarifications needed, do not hesitate to contact me at the information provided above.

Your prompt confirmation of receipt and acknowledgment of these amendments is requested. I appreciate your cooperation and look forward to your timely response.

Sincerely,

Nah Albert S.

Authorized Agent for ALBERT SANGUINN NAH

ALBERT NAH
9 Crescent Rd.
Willingboro, NJ 08046
Albertnah@yahoo.com
(609)-346-2245

To:

CARVANA CO.

Attn: Legal & Finance Department 300 E Rio Salado Pkwy Bldg. 1 Tempe, AZ 85281

Subject: Notice of Default & Opportunity to Cure

Dear Carvana Legal & Finance Team,

This letter serves as a formal **Notice of Default** regarding the **Vehicle Purchase Agreement & Security Agreement** executed for the following vehicle:

• Vehicle Make & Model: 2024 Porsche Cayenne

VIN: WP1BA2AY6RDA51447

Stock Number: 2003483077

• Purchase Price: \$81,990* (at least or greater)

On 03/17/2025, I submitted the following documents via Certified Mail 9589071052701954850694 & 9589071052701954848301, which you have failed to acknowledge or respond to within the required timeframe:

- Vehicle Purchase Agreement & Security Agreement
- Cover Letter for Power of Attorney
- Durable Power of Attorney (DPOA)
- UCC-1 Financing Statement
- UCC-1 Cover Letter
- Notice of Submission of Vehicle Purchase Agreement & Security Agreement (Tender of Payment)
- Notice for inclusion of additional terms in the finance charge under Vehicle Purchase & Security Agreement

6.2

Under Uniform Commercial Code (UCC) §§ 1-308, 3-603, and 9-609, and in accordance with 15 U.S.C. § 1605 (Truth in Lending Act - TILA), your non-performance and failure to respond constitutes default under the terms of the agreement.

Opportunity to Cure

To resolve this matter, you are hereby granted five (5) business days from the date of this letter to:

- 1. Acknowledge receipt of the submitted documents in writing.
- 2. Confirm acceptance and processing of the tendered performance.
- 3. Provide a valid legal reason if you dispute any part of the agreement.

Failure to cure this default within five (5) business days will be considered a final breach, at which point I will pursue further legal and administrative remedies, including but not limited to:

- Filing a UCC-3 Financing Statement Amendment to publicly record your default.
- Lodging formal complaints with the Consumer Financial Protection Bureau (CFPB), Federal Trade Commission (FTC), and the Attorney General's Office.
- **Initiating legal action** for specific performance and enforcement of contractual obligations.

Please consider this your final opportunity to cure this matter before further escalation.

Kindly provide your written response within the next five (5) business days to avoid further action. If you require any clarifications, I am available at the contact information provided above.

Sincerely,

Nah Albert S.

Authorized Agent for ALBERT SANGUINN NAH

ALBERT NAH

9 Crescent Rd. Willingboro, NJ 08046 Albertnah@yahoo.com (609) 346-2245

To:

CARVANA CO.

Attn: Legal & Finance Department 300 E Rio Salado Pkwy Bldg. 1 Tempe, AZ 85281

Subject: Final Demand for Performance - Three (3) Day Notice

Dear Carvana Legal & Finance Team,

This letter serves as a Final Demand for Performance, providing you with a three (3) business day deadline to cure your non-compliance with the Vehicle Purchase **Agreement & Security Agreement** for the following vehicle:

Vehicle Make & Model: 2024 Porsche Cayenne

VIN: WP1BA2AY6RDA51447

Stock Number: 2003483077

• Purchase Price: \$81,990 (at least or greater)

On 03/17/2025, I submitted the following documents via **Certified Mail 9589071052701954850694 & 9589071052701954848301**, and you have failed to acknowledge, process, or respond within the required timeframe:

- Vehicle Purchase Agreement & Security Agreement
- Cover Letter for Power of Attorney
- Durable Power of Attorney (DPOA)
- UCC-1 Financing Statement
- UCC-1 Cover Letter
- **Tender of Payment**
- Notice of Add-ons to the Finance Charge

Despite multiple opportunities to acknowledge and process these documents, your continued non-performance and failure to communicate constitute a direct violation of:

- Uniform Commercial Code (UCC) §§ 1-308, 3-603, and 9-609
- 15 U.S.C. § 1605 (Truth in Lending Act TILA)
- Federal Reserve Act, Section 16

Final Opportunity to Cure

You are hereby given a final three (3) business day period from the date of this letter to:

- Acknowledge receipt of the submitted documents in writing.
- 2. Confirm acceptance and processing of the tendered performance.
- 3. Provide a valid legal reason if you dispute any part of the agreement.

Failure to comply within this timeframe will result in immediate escalation, including but not limited to:

- Filing a UCC-3 Financing Statement Amendment to publicly record your continued default.
- Lodging formal complaints with the Consumer Financial Protection Bureau (CFPB), Federal Trade Commission (FTC), and the Attorney General's Office.
- Initiating legal action to enforce performance, seek damages, and secure a judgment against your company.

This is your final notice before further action is taken. Please provide your written response within three (3) business days to avoid additional consequences. If you require any clarifications, I am available at the contact information provided above.

Sincerely,

Nah Albert S.

Authorized Agent for ALBERT SANGUINN NAH

FOI	LOW INSTRUCTIONS	ADDLINDON	1	
11.	INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on An 57654863	State of New Jersey		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form			Department of the Treasury Division of Revenue & Enterprise Service:	
	12a. ORGANIZATION'S NAME		UCC Section Filed	
			Filing Number:57654863	
OR	12b. INDIVIDUAL'S SURNAME		03/28/25 12:12:14	
	Nah			
	Albert			
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	1	
12	S.		THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	
13.	Name of DEBTOR on related financing statement (Name of a current Debto one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbrev			
	13a, ORGANIZATION'S NAME CARVANA CO.			
OR	Li.,	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX	
15	This FINANCING STATEMENT AMENDMENT:	17. Descript	ion of real estate:	
	covers timber to be cut covers as-extracted collateral X is filed as Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	a fixture filling		

18.MISCELLANEOUS:
The filer attests that the Collateral set forth in this Financing Statement is within the scope of the New Jersey Uniform Commercial Code-Secured Transactions pursuant to N.J.S.A. 12A:9-102 and N.J.S.A. 12A:9-109, as required by N.J.S.A. 12A:9-502.

UCC-3 FINANCING STATEMENT AMENDMENT

FILING OFFICE: New Jersey Secretary of State

1. INITIAL UCC-1 FILING DETAILS

• Original Filing Number: 57654863

• Filing Date: 3/12/2025

• Debtor Name: CARVANA CO.

• Debtor Address: 300 E Rio Salado Pkwy Bldg. 1, Tempe, AZ 85281

• Secured Party Name: Albert S. Nah.

• Secured Party Address: 9 Crescent Rd., Willingboro, NJ 08046

2. TYPE OF AMENDMENT

☑ Statement of Default & Enforcement Notice

☑ Continuation of Security Interest

☑ Restrictions on Transfer or Sale of Collateral

3. COLLATERAL DESCRIPTION & AMENDMENT DETAILS

This UCC-3 Amendment serves as a **notice of default and continuation** of the Secured Party's interest in the following collateral:

• Vehicle Make & Model: 2024 Porsche Cayenne

VIN: WP1BA2AY6RDA51447

Stock Number: 2003483077

• Purchase Price: \$81,990+

Collateral Added: 3/4

The Debtor (CARVANA CO.) has failed to fulfill contractual obligations under the Vehicle Purchase Agreement & Security Agreement. The Debtor has been given sufficient time to respond, and their non-performance and non-response constitute a default under:

- Uniform Commercial Code (UCC Article 9 Secured Transactions)
- Truth in Lending Act (TILA 15 U.S.C. § 1601 et seq.)
- Federal Reserve Act, Section 16
- UCC § 3-603 Tender of Payment Satisfies Obligation

The Secured Party hereby declares and records **CARVANA CO.** in default and asserts full retention of the security interest in the collateral.

Additionally, the Secured Party restricts any sale, transfer, or reassignment of the collateral unless expressly authorized by the Secured Party. Any attempts by the Debtor to transfer interest in the collateral without resolution of the secured obligation shall be considered a violation of the Secured Party's rights.